



**Los Angeles County
Board of Supervisors**

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Interim Director

Robert G. Splawn, M.D.
Interim Chief Medical Officer

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: 213-240-8101
Fax: 213-481-0503

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through leadership,
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June 2, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO EXTEND AGREEMENT WITH CERRITOS
COMMUNITY COLLEGE DISTRICT
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

Request approval to extend the Agreement with Cerritos Community College District for rehabilitative and educational services to patients at Rancho Los Amigos National Rehabilitation Center.

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Interim Director of Health Services, or his designee, to execute Amendment No. 3, to Agreement No. H-210684, with Cerritos Community College District (CCCD) for the provision of rehabilitative and educational services at Rancho Los Amigos National Rehabilitation Center (Rancho), to extend the term of the Agreement effective July 1, 2009 through June 30, 2014, with no change of money between the parties.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will allow the Interim Director of Health Services, or his designee, to sign an amendment with CCCD, substantially similar to Exhibit I, for the continued provision of rehabilitative and educational services to patients at Rancho. The Agreement is slated to expire on June 30, 2009.

Implementation of Strategic Plan Goal

The recommended action supports Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

There is no exchange of money between the parties. The CCCD has estimated the annual value of its educational services at \$74,759. The County provides space and space support services to CCCD in exchange for needed rehabilitative and educational services to Rancho patients. The current square footage has increased from 710 square feet to 759 square feet with an increase in the monthly value from \$1,065 to an estimated value of \$1,647.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 13, 1999, your Board approved the current Agreement with CCCD through June 30, 2004.

On June 29, 2004, your Board approved Amendment No. 1 to extend the term from July 1, 2004 through June 30, 2005, with four one year automatic renewals through June 30, 2009.

On April 20, 2005, Amendment No. 2 updated the Board mandated Health Insurance Portability and Accountability Act provision.

The program provides services to approximately 55 patients per year by referral from Rancho and in accordance with guidelines established by Rancho and CCCD. The program is designed to develop student role behavior and skills such as remedial academics, strategic learning skills, study habits and communication with a self-paced individualized and group instruction in the basic skills of reading, writing and computation. The on-going remedial and vocational classes are provided by one part-time credentialed teacher from CCCD, to patients 18 years and older, in the Vocational Rehabilitation Program at Rancho. In exchange for these educational services, the County provides CCCD with space and space support services at Rancho, Bldg. 900, Unit 901, Room 9, at no direct cost to either party.

The Agreement has been updated with the most recent Board mandated provisions.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

Not Applicable.

The Honorable Board of Supervisors
June 2, 2009
Page 3

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended amendment will ensure the continued educational services are provided to Rancho patients.

CONCLUSION

When approved, DHS requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Splawski for", written over the printed name of John F. Schunhoff.

John F. Schunhoff, Ph.D.
Interim Director

JFS:gh

Attachment

c: Chief Executive Office
Acting County Counsel
Executive Officer, Board of Supervisors

Cerritos Community College District BL

EXHIBIT I

Contract No. H-210684-3

AGREEMENT FOR REHABILITATIVE AND EDUCATIONAL SERVICES

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this _____ day of _____, 2009,

by and between

COUNTY OF LOS ANGELES
(hereinafter "County"),

and

CERRITOS COMMUNITY COLLEGE
DISTRICT
(hereafter "District").

WHEREAS, reference is made to that certain document entitled "AGREEMENT FOR REHABILITATIVE AND EDUCATIONAL SERVICES" dated July 13, 1999, and further identified as County Agreement No. H-210684 and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, Agreement is slated to expire on June 30, 2009; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term and make the changes described hereinafter.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall be effective on July 1, 2009.

2. Paragraph 1. TERM, shall be deleted in its entirety and replaced with the following:

"1. TERM: The term of this Agreement shall commence on July 13, 1999, and shall continue, unless sooner terminated or canceled, in full force and effect to and including midnight June 30, 2014. This Agreement may be cancelled or terminated at any time, for any reason, with or without cause, by either party upon the giving of at least thirty (30) calendar days prior written notice to the other. "

3. Paragraph 8, INDEPENDENT CONTRACTOR STATUS shall be deleted in its entirety and replaced with the following:

"8. INDEPENDENT CONTRACTOR STATUS: This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

The Contractor shall adhere to the provisions stated in sub-paragraph 15, Confidentiality.”

4. Paragraph 9, PHYSICAL EXAMINATION, shall be deleted in its entirety and replaced with the following:

“9. PHYSICAL EXAMINATION: Contractor shall ensure that all of its instructors, and any other persons Contractor has providing services under this Agreement at the time of participation hereunder, have undergone and successfully passed a current physical health examination. Such physical examinations shall be required at least once a year for continuing Contractor instructors and other persons providing services under this Agreement. All physical health examinations shall be performed at no cost to the County.”

5. Paragraph 15, CONFIDENTIALITY, shall be deleted in its entirety and replaced with the following:

“15. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation,

defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this sub-paragraph 15, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 15 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. Contractor shall sign and adhere to the provisions of the Contractor Acknowledgment and Confidentiality Agreement, Attachment A."

6. Paragraph 17, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, shall be deleted in its entirety and replaced with the following:

"17. ASSIGNMENT AND DELEGATION: The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written

amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

7. Paragraph 26, SUBCONTRACTING, shall be deleted in its entirety and replaced with the following:

26. SUBCONTRACTING: The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract."

7. Paragraph 32, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be deleted in its entirety and replaced with the following:

“32. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of the Contractor on this Agreement or other Agreements, which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this Agreement, debar Contractor from bidding on County Agreements, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not to exceed five (5) years, but may exceed five years or be permanent if warranted by the circumstances, and terminate this Agreement and any or all existing Agreements the Contractor may have with County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1)

violated a term of an Agreement with County or a nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform an

Agreement with the County, or any other public entity, or a nonprofit corporation, created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred,

and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in

ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board, pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its

proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors or subconsultants of County Contractors.”

8. Exhibit “B”, TERMS AND CONDITIONS OF UTILIZATION OF SPACE, shall be deleted and replaced in its entirety by Exhibit B, attached hereto and incorporated in the Agreement by reference.

9. Except for the changes set forth hereinabove, the Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Interim Director of Health Services and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

CERRITOS COMMUNITY COLLEGE
DISTRICT

Contractor

By _____
Signature

Print Name

Title _____

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES
CONTRACTS AND GRANTS DIVISION

AMEND:CERRITOS CCD
gh:05/14/2009

EXHIBIT B

TERMS AND CONDITIONS OF UTILIZATION OF SPACE

1. PREMISES SUBJECT TO THIS AGREEMENT: District is hereby granted permission to utilize, in accordance with the following terms and conditions, the following County facility located at Rancho Los Amigos Rehabilitation Center, 7601 East Imperial Highway, Downey, California 90242: Approximately 759 square feet of Building 900, Unit 901, Room 9, or any other assigned space with prior written approval of Director for use as school classroom and office space.

Parking space at the Rehabilitation Center shall be assigned by Director for use by District personnel.

2. PURPOSE AND SCOPE OF UTILIZATION: District may utilize the premises and any County services hereafter designated only for the purpose of performing those certain activities specified in Exhibit A (Rehabilitative and Educational Services) herein. It is expressly understood that this Agreement does not constitute the conveyance by County to District of any estate or interest in real property.

3. VALUE OF SPACE: The parties acknowledge that the monthly value of the premises to be used is One Thousand, Six Hundred Forty-Seven Dollars (\$1,647). Said amount includes necessary utilities, i.e., gas, electricity, water, telephone, housekeeping, security, and general repair and maintenance, (but excludes that repair and maintenance referred to in Subparagraphs D and E of Paragraph 4, Operational Space Responsibilities hereinbelow), and general security and housekeeping (except

for those security and housekeeping services which are District's responsibilities under Subparagraph A and C of Paragraph 4, Operational Space Responsibilities hereinbelow).

4. OPERATIONAL SPACE RESPONSIBILITIES: District shall:

- A. Keep the area occupied in a clean and sanitary manner.
- B. Conduct the authorized activities in a courteous and non-profane manner; and remove any agent, servant, or employee who fails to conduct the authorized activities on the premises in such manner.
- C. Assume the risk of loss, damage, or destruction due to theft, fire, or other casualty of any and all personal property belonging to District which is installed or placed within the area occupied. County shall provide security for the premises when not occupied by District in a similar manner that is provided for other facilities of the Rehabilitation Center.
- D. Repair any and all damage to County property beyond normal wear and tear arising out of the conduct of the authorized activities on the premises.
- E. Upon termination of this Agreement and upon the written request of the Director, restore the area occupied to the conditions that extend prior to the commencement of the activities authorized by this Agreement, other than for ordinary wear and tear and damage or destruction from forces beyond the control of district, other than for alterations, improvements or betterments to the premises approved under Paragraph 5 of this Exhibit.

F. Permit the Director or his/her authorized representatives, or both, to enter the area occupied at any time for any purpose incidental to the performance of the duties required of the Director by the Los Angeles County Code.

G. Provide all security devices required for the protection of the fixture and personal property used in the conduct of the authorized activities from theft, burglary, or vandalism, provided written approval for the installation thereof is first obtained from the Director.

5. ALTERATIONS AND IMPROVEMENTS TO FACILITIES: District shall make no alterations or improvements to the premises furnished for the conduct of authorized activities, other than for the installation and placement therein of personal property required for the conduct of said activities, without the prior written consent of Director, who may authorize such alterations or improvements to a maximum of Ten Thousand Dollars (\$10,000) in any calendar year. In the event that any alteration/repair of the County's premises is proposed wherein the estimated cost of such alteration/repair, including labor and materials, exceeds Ten Thousand Dollars (\$10,000), then the alternation/repair may be subject to the competitive bidding requirement of State law. All such improvements and alterations shall be performed at the sole expense of District.

All personal property furnished by the District, installed or placed on the premises shall be removed by the District o later than thirty (30) calendar days after termination of this Agreement. In the event of the failure to do so, title hereto shall vest in County.

All alterations, additions, or betterments to the premises furnished by District or County shall remain the property of County upon the termination of this Agreement.

6. TAXES: District shall be liable for any and all taxes which may be leveled or assessed upon the personal property and fixtures belonging to District, and located on the described area, as well as any possessory interest tax applicable to the area as a result of District's occupancy.

7. RIGHT TO ENTRY: The site at all times shall be open to the inspection of proper governmental authorities.

8. AUTHORITY TO HALT ACTIVITIES: In the event that an authorized representative of Director finds that the activities being conducted on County's property are not those specified in Paragraph 2 (Purpose and Scope of Utilization) hereof or finds that District's activities unnecessarily endanger the health or safety of persons on or near said property or endanger said property, said representative may require that the above described property be closed immediately until said endangering activities cease.

9. PERSONAL INSPECTION/CONDITION OF PREMISES: District acknowledges personal inspection of the premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect this Agreement. District accepts the premises in their present physical condition and agrees to make no demands upon County for any improvement or alteration thereof.

10. TITLE: District hereby acknowledges the title of County in and to the premises and covenants and agrees never to assail, contest, or resist said title.

11. NONEXCLUSIVE OCCUPANCY: District understands and agrees that this Agreement is nonexclusive and confers only permission to occupy the premises described in this Exhibit B for the specified purposes, in accordance with the terms and conditions hereinabove specified, without granting or reserving to District any other interest or estate herein.

CCD:Exhibit B
4/23/09

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____